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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BAJA FERRIES USA L.L.C.,

Plaintiff,

-against-

CALDER SEACARRIERS CORP.,
FENBY CO. LTD., UNITED SHIPPING
AGENCY SRL, BRISTOL MARINE CO.
LTD. and BML CHARTERING,

Defendants.

08-cv-06031 (DC)

**Declaration of Mihai Felescu
In Support of Motion
to Vacate the
Rule B Attachment**

MIHAI FELESCU, pursuant to 28 U.S.C. §1746 hereby declares and says the following under penalty of perjury:

1. I am the Agency and Operations Manager of Defendant United Shipping Agency Srl (“USA”). I have held this position since 1996. I am familiar with the dispute between Baja Ferries USA L.L.C. (“Baja”) and USA that is the subject of this action and I submit this Declaration in support of Defendant’s application to vacate the attachment.

2. I reside at Constantza, Romania. I consider myself fluent in the English language and I assisted in the drafting of this Declaration, have reviewed and signed this Declaration and submit that the contents are true and within my own personal knowledge.

3. USA is incorporated under the laws of Romania and maintains its principal place of business in Constantza, Romania. USA conducts its entire business locally in Constantza. USA maintains no offices, conducts no business, enters into no contracts and has no authority to do business as a foreign corporation in New York State or any other jurisdiction in the United States.

4. USA is a land-based company. We do not own or operate any vessels and act solely as an agency and occasionally, as dry cargo brokers, and did so in this case.

A. The Agency Contract and Duties of USA

5. USA was appointed to act as a port agent by Bristol Marine Co. Ltd. (“Bristol”) by a charter party dated June 6, 2008, entered into between Bristol, as disponent owners, and Interagro S.A., as charterers. USA’s agency fee was paid by its principal, Bristol. Annexed hereto as **Exhibit A** is a copy of the charter party, as **Exhibit B** is a copy of the agency appointment and, as **Exhibit C** is the proof of payment of USA’s agency fees by Bristol via Interagro S.A. Bristol informed USA that their head owners in the charter chain were non-party Oceanstar Management Inc. No other information concerning the charter chain was provided to USA.

6. Plaintiff Baja was not a party to the June 6, 2008 charter party and did not pay or advance any form of payment to USA.

7. On June 18, 2008, the bills of lading were issued and marked “freight prepaid”. Annexed hereto as **Exhibit D** are copies of the bills of lading. USA was required to release the bills of lading only upon Bristol’s receipt of a swift copy from Interagro’s bank confirming that freight had been irrevocably remitted to Bristol’s account. (See **Exhibit A**, Fixture at p. 4 and Proforma at Clause 30; **Exhibit B** at p. 3).

8. That same day, USA received instructions from Unishipping, as agents for Baja, not to release the bills of lading. Annexed hereto as **Exhibit E** are Unishipping's instructions. There was no contract between USA and Unishipping/Baja which obligated USA to follow any instructions from Unishipping/Baja regarding the release of the bills of lading.

9. Following the completion of the loading, Interagro paid freight to Bristol from an account at BNP Paribas (Swisse) Geneva. Annexed hereto as **Exhibit F** is a copy of the Interagro swift confirmation of the freight payment.

10. USA retained the bills of lading until June 20, 2008 when it received Bristol's confirmation that Interagro had provided the swift confirmation of its freight payment to Bristol, and Bristol's written authorization/instruction to release the bills of lading. Annexed hereto as **Exhibit G** is a copy of Bristol's authorization to release the bills of lading sent by its brokers BML Chartering. Had USA not released the bills of lading upon receipt of Bristol's written authorization to do so, USA would have breached its contract with Bristol and delayed the release of the goods to the buyer who had properly paid for them.

11. Other than the Rule B security action commenced by Baja in New York, no suit or other legal/arbitral proceeding on the merits of this dispute has been filed against USA in any jurisdiction.

B. The Attachment of Funds Advanced For Crew Wages

12. The funds restrained by the attachment are needed no later than Tuesday morning Romanian time so as to be able to pay wages to crew departing from the M/V JUPITER BRIGHT, an unrelated ship. None of the other parties in this suit are involved with this vessel. The seamen's wages have already been earned and will become due Tuesday morning. Annexed

hereto as **Exhibit H** are the details of the crew change and wages due to be paid provided by USA's principal.

13. No part of the restrained funds belong to USA. Under an unrelated agency contract with non-party Stx Pos Ship Management Co., USA's principal, as owners of the M/V JUPITER BRIGHT, originated the wire transfer in the amount of \$50,000 to United so that it could be converted into cash in Constanza and advanced to the Master of the M/V JUPITER BRIGHT during the crew change at Constanza. The Details of Payment Order contained the reference "CASH TO MASTER MV JUPITER BRIGHT". USA was under a contractual obligation to hold the funds in trust while they were converted into cash and to provide the entire amount to the Master. Annexed hereto as **Exhibit I** is a copy of the Details of Payment Order.

14. If these funds are not paid to the crew on Tuesday morning, the crew are likely to obtain the immediate arrest of the ship which will cause delay to the ship and cause damages in the form of costs for berthing, other port fees and penalties, delays in cargo delivery and delays in vessel's schedule for Turkish Straits passage.

15. As such, the damages that will almost certainly result from failure to release the restrained funds on time far exceed the sum restrained. USA's business is effectively blocked by this Order as it is an essential part of their business to have free movement of Clients' money in the capacity of an Agent. Serious financial hardship is now accumulating and their business reputation is irreversibly being damaged.

16. Accordingly, the Court's prompt decision on this application is respectfully requested so as to avoid unnecessary delays to the vessel due to an inability to pay the departing seamen their due wages, and to allow USA to continue its business operations as port agents.

17. The Exhibits to this Declaration are records which are kept in the ordinary course of business of USA.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated: Constantza, Romania
31st July, 2008

By:



Mihai Felescu

Exhibit A

Mihai Felescu

From: "BML" <bmlchart@ath.forthnet.gr>
To: "Mihai Felescu" <mihai@united.ro>
Sent: Friday, June 06, 2008 4:17 PM
Subject: Fw: MV RENATA / INTERAGRO

MIHAI/CPT DIMITRI

MV RENATA/INTERAGRO

 TKS VM YOUR BELOW RECAP WCH OWS CONFIRM.

AWAITING YOUR FURTHER ON SUBS AND CP DETAILS.

BEST REGARDS/CPT DIMITRI

----- Original Message -----

From: Mihai Felescu
To: bml chartering capt dimitri
Sent: Friday, June 06, 2008 16:13
Subject: MV RENATA / INTERAGRO

CAPT DIMITRI/MIHAI

RE MV RENATA/INTERAGRO

 PLEASE FIND BELOW RECAP OF MAIN TERMS WHICH PLEASE CONFIRM BY RETURN AS
 FOLLOWS:

M/V RENATA (EX - RUNNER)
 TYPE : MPPSE TWEEN CONTAINER VSL
 BUILT : 1979
 FLAG : BAHAMAS
 PORT OF REG : NASSAU
 CLASS : L.R. +100 A1 + LMC
 CALL SIGN : C 6 H W 5
 P + I CLUB : LONDON STEAMSHIP MUTUAL

LOA / BEAM : 149.80 M / 22.86 M
 S.DWT / DRAFT : 15,120 MT / 9.64 M
 GRN / BLE : 21,908.9 / 20,146.3 CBM
 GRT / NRT : 11,200 / 6,713
 HO / HA : 4 / 7 (3 TWEEN HA - 1 SINGLE HA)
 MCGREGOR HATCH COVERS FOLDING FLUSH TYPE - HYDRO DRIVEN CONSTANTS : 300
 MT (EXCL F.W.)

GEAR : 6 VELLE SHIPSHAPE DERRICKS WITH 6 MTRS OUTREACH
 HOLD NO.1: 1 D X 35 MT
 HOLD NO.2: 2 D X 35 MT / COMBINED 60 MT
 HOLD NO.3: 2 D X 50 MT / COMBINED 90 MT
 HOLD NO.4: 1 D X 35 MT

GRAIN / CO2 / ELECTR. VENT. FITTED (12 ACPH BSS EMPTY HOLDS)

HATCHES & TWEEN DECKS DIMENSIONS

WEATHER DECK HATCHES TWEEN DECK HATCHES

HOLD NO.1 SNGLE HATCH SINGLE 13.30 X 8.0 M SINGLE 9.10 X 8.0 M
 HOLD NO.2 TWEEN HATCH EACH 25.50 X 8.0 M EACH 25.50 X 8.0 M
 HOLD NO.3 TWEEN HATCH EACH 25.50 X 8.0 M EACH 25.50 X 8.0 M
 HOLD NO.4 TWEEN HATCH EACH 12.75 X 8.0 M EACH 12.75 X 8.0 M

NOMINAL CONTAINER CAPACITY : 597 TEUS

HOMOGEN CONTAINER CAPACITY : 440 TEUS @ 14 MT (SUB STABILITY)

REEFER PLUGS (FEMALE) : 50 (380 V AC 3 PHASE 60 HZ)

STRENGTHS

TANKTOP ALL HOLDS : 10.26 MT/M2

TWEEN DECKS ALL HOLDS : 3.00 MT/M2

MAIN DECK + HATCH COVERS : 1.75 MT/M2

CUBIC BREAKDOWN

GRAIN	BALE
NO.1 TWN DECK	1,198.0 1,053.7
LWR HOLD	1,271.2 1,074.3
T O T A L	2,469.2 2,128.0

NO.2 TWN DECK	2,981.2 2,786.5
LWR HOLD	4,811.1 4,365.4
T O T A L	7,792.3 7,151.9

NO.3 TWN DECK	3,001.8 2,815.2
LWR HOLD	4,857.8 4,541.0
T O T A L	7,859.6 7,356.2

NO.4 TWN DECK	1,519.4 1,425.5
LWR HOLD	2,268.4 2,084.7
T O T A L	3,787.8 3,510.2

 GRAND TOTAL 21,908.9 20,146.3

ALL DETS ABT/WOG

- ATTACHED VESSEL'S DESCRIPTION IS TO FORM PART OF THE CHARTER PARTY

- BRISTOL MARINE CO LTD AS DISPONENT OWNERS

- ALL NEGOTIATIONS AND EVENTUAL FIXTURE TO BE KEPT STRICTLY P+C AND NOT TO BE REPORTED

- VESSEL IS PRESENTLY IN VARNA DRYDOCK COMPLETING REPAIRS/SURVEY, ETS VARNA 10.06.2008, ETA CONSTANTZA 10.06.2008, WP+AGW

- OWNERS GUARANTEE VESSEL TO BE FULLY CLASSED/PANDI COVERED FOR THE ENTIRE DURATION OF THE VOYAGE UNDER THIS CHARTER PARTY
- OWNERS GUARANTEE VESSEL IS SUITABLE FOR GRAB DISCHARGE, AS FAR AS VESSEL'S DESCRIPTION AND PLANS ALLOWING

FOR:

- ACCOUNT INTERAGRO S.A. BUCHAREST
1-3 VERII STREET, SECTOR 2 BUCHAREST, ROMANIA
- SUB STEM/SHIPPERS/RECEIVERS APPROVALS TO BE LIFTED LATEST TODAY 06.06.2008 17.00HRS ROMANIAN TIME
- 12500MT 10PCT MOLOO BULK CALCIUM AMMONIUM NITRATE STOWING ABOUT 40 CUBIC FEET/METRIC TON, WITHOUT GUARANTEE. OWNERS CONFIRM THEIR INTENTION IS TO LOAD 13750MT
- LAYCAN 09/12 JUNE 2008
- LOADING 1/2 SAFE BERTH(S) ALWAYS AFLOAT CONSTANTZA, ROMANIA
- DISCHARGING 1/2 SAFE BERTH(S) ALWAYS AFLOAT MOMBASA, KENYA, WHERE OWNERS CONFIRM VESSEL'S ARRIVAL DRAFT WITH 13750MT ON BOARD AROUND 9.55METERS
- SHIFTING EXPENSES/TIME FOR CHARTERERS ACCOUNT BOTH ENDS
- LOADING 3000MT PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS, SATURDAYS, SUNDAYS AND HOLIDAYS EXCEPTED EVEN IF USED. TIME FROM 17.00HRS FRIDAY OR ON A DAY PRECEEDING A HOLIDAY UNTIL 08.00HRS MONDAY OR THE NEXT WORKING DAY AFTER A HOLIDAY NOT TO COUNT EVEN IF USED.
- DISCHARGING 2500MT PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS, SATURDAYS, SUNDAYS AND HOLIDAYS EXCEPTED EVEN IF USED. TIME FROM 17.00HRS FRIDAY OR ON A DAY PRECEEDING A HOLIDAY UNTIL 08.00HRS MONDAY OR THE NEXT WORKING DAY AFTER A HOLIDAY NOT TO COUNT EVEN IF USED.
- FREIGHT USD PMT FREE IN OUT TRIMMED BASIS 1/1, PAYABLE 97.50PCT, LESS COMMISSIONS, WITHIN 3 BANKING DAYS AFTER SIGNING/RELEASING 'CLEAN ON BOARD' CONGEN BILLS OF LADING MARKED 'FREIGHT PAYABLE AS PER CHARTER PARTY', TO OWNERS NOMINATED BANK ACCOUNT, BALANCE FREIGHT TO BE SETTLED WITH DEMURRAGE/DESPATCH AT BOTH ENDS, WITHIN 15DAYS AFTER COMPLETION OF DISCHARGING AND RECEIPT/AGREEMENT OF OWNERS, RESPECTIVELY CHARTERERS LAYTIME CALCULATIONS, TOGETHER WITH NOTICE OF READINESS/STATEMENT OF FACTS AT BOTH ENDS. FREIGHT DEEMED EARNED UPON SHIPMENT AND SIGNING BILLS OF LADING, DISCOUNTLESS AND NON-RETURNABLE, VESSEL AND/OR CARGO LOST OR NOT LOST.
- IF CHARTERERS REQUIRE 'CLEAN ON BOARD' BILLS OF LADING, THE MASTER HAS THE RIGHT, IN CONJUNCTION WITH THE CARGO SURVEYOR(S), TO REJECT DAMAGED

CARGO, WHILE CHARTERERS/SHIPPERS TO REPLACE SAME WITH SOUND ONE.

- IF CHARTERERS REQUIRE 'FREIGHT PREPAID' BILLS OF LADING, SAME TO BE KEPT BY VESSEL'S AGENTS AT LOADING PORT AND TO BE RELEASED ONLY UPON OWNERS RECEIVE SWIFT COPY FROM CHARTERERS BANK CONFIRMING FREIGHT HAS BEEN IRREVOCABLY REMITTED TO OWNERS NOMINATED BANK ACCOUNT.

- DEMURRAGE USD 17,500.-PER DAY PRORATA/HALF DESPATCH ON WORKING TIME SAVED AT BOTH ENDS

- CHARTERERS AGENTS AT BOTH ENDS, OWNERS PAYING CUSTOMARY D/A AT LOADING PORT UNITED SHIPPING AGENCY, E-MAIL: OFFICE@UNITED.RO AT DISCHARGING PORT: REVERTING

- EXTRA INSURANCE, IF ANY, FOR CHARTERERS ACCOUNT

- TAXES/DUES ON CARGO/FREIGHT FOR CHARTERERS ACCOUNT BOTH ENDS

- TAXES/DUES ON VESSEL/CREW/FLAG/OWNERSHIP FOR OWNERS ACCOUNT BOTH ENDS

- NOTICE OF READINESS TO BE TENDERED WHETHER IN PORT OR NOT, WHETHER IN BERTH OR NOT, WHETHER IN FREE PRATIQUE OR NOT, WHETHER CUSTOMS CLEARED OR NOT, VIA CABLE/RADIO/VHF/TELEX/E-MAIL, DURING OFFICE HOURS 0800/1700HRS MONDAY TO FRIDAY, AND TIME TO COUNT 2PM/8AM AT BOTH ENDS

- G/A-ARBITRATION, IN LONDON, ENGLISH LAW TO APPLY/Y-A RULES'74 AMENDED'90

- COMMISSION 2.50PCT ADDRESS + 1.25PCT TO UNITED SHIPPING AGENCY ON FREIGHT/DEADFREIGHT/DEMURRAGE

- OTHERWISE SUBDETAILS ON CHARTERERS EXECUTED PROFORMA GCN C/P'76
END+

AWAITING YOURS,

BEST REGARDS
MIHAI FELESCU

_____ NOD32 3163 (20080606) Information _____

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<http://www.eset.com>

Adopted by
the Documentary Committee of the General
Council of British Shipping, London
and the Documentary Committee of The Japan
Shipping Exchange, Inc., Tokyo

<p>1. Shipbroker United Shipping Agency Ltd Constantza Port, Berth no.31 P.O.Box 102, Constantza 900900 - Romania Phone:0241-672929, Fax:612420, e-mail: office@united.ro</p>		<p>RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922 and 1976) INCLUDING "F.I.C." ALTERNATIVE, ETC. (To be used for trades for which no approved form is in force) CODE NAME: "GENCON"</p>	
Part I			
<p>3. Owners/Place of business (Cl. 1) Head Owners Messrs, Oceanstar Management Inc. 18 G. Lambraki Street, Glyfada 16674, Athens, Greece Disponent Owners Messrs, Bristol Marine Co Ltd 80, Broadway Street, Monrovia, Liberia</p>		<p>2. Place and date Constantza, 06.06.2008</p>	
<p>5. Vessel's name (Cl. 1) M/V RENATA</p>		<p>4. Charterers/Place of business (Cl. 1) Messrs, Interagro S.A. 1-3 Verii Street, Sector 2 Bucharest, Romania</p>	
<p>7. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1) summer dwt 15120 metric tons</p>		<p>6. GRT/NRT (Cl. 1) 11200 / 6713</p>	
<p>9. Expected ready to load (abt.) (Cl. 1) 09.06.2008</p>		<p>8. Present position (Cl. 1) In Varna drydock completing repairs/survey</p>	
<p>10. Loading port or place (Cl. 1) one/two safe berth(s) always afloat Constantza, Romania.</p>		<p>11. Discharging port or place (Cl. 1) one/two safe berth(s) always afloat Mombasa, Kenya, where Owners confirm vessel's arrival draft with 13750MT on board around 9.55meters</p>	
<p>12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) 12,500mt 10% more or less in Owners option of bulk calcium ammonium nitrate stowing about 40 cubic feet / metric ton, without guarantee Owners confirm their intention is to load 13750metric tons</p>			
<p>13. Freight rate (also state if payable on delivered or intanken quantity) (Cl. 1) see clause 30.</p>		<p>14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) see clause 30.</p>	
<p>15. Loading and discharging costs (state alternative (a) or (b) of Cl. 5; also Indicate if vessel is gearless) free in out trimmed</p>		<p>16. Laytime (If separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6) a) Laytime for loading see clauses 18 and 28. b) Laytime for discharging see clauses 18 and 28. c) Total laytime for loading and discharging</p>	
<p>17. Shippers (state name and address) (Cl. 6)</p>		<p>18. Demurrage rate (loading and discharging) (Cl. 7) see clause 43.</p>	
<p>20. Brokerage commission and to whom payable (Cl. 14) 2.50% address commission to Charterers + 1.25% commission to United Shipping Agency on freight/dead freight/demurrage.</p>		<p>19. Cancelling date (Cl. 10) 12.06.2008</p>	
<p>21. Additional clauses covering special provisions, if agreed.</p> <p>additional clauses from 18 to 50, both inclusive, as attached herewith, are deemed to be incorporated and form part of this charter party</p>			

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this charter which shall include Part I as well as Part II.
In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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PART II "Gencon" Charter (As Revised 1922 and 1976)

Including "F.I.O." Alternative, etc.

1. It is agreed between the party mentioned in Box 3 as Owners of the steamer or motor-vessel named in Box 5, of the gross/nett Register tons indicated in Box 5 and carrying about the number of tons of deadweight cargo stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that:

The said vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (in shipment of deck cargo agreed same to be of Charterers date) as stated in Box 12 (Charterers to provide all mate and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required) which the Charterers bind themselves to ship, and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of Lading or so near thereto as she may safely get and lie always afloat and there deliver the cargo on being paid freight on delivered or taken quantity as indicated in Box 13 at the rate stated in Box 13.
2. **Owners' Responsibility Clause**
 Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by the improper or negligent stowage of the goods (which is to say performed by shipper, Charterer or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager.

And the Owners are responsible for no loss or damage or delay arising from any other cause whatsoever, even from the neglect of the Captain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever. Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even if in fact so caused.
3. **Deviation Clause**
 bunker The vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, and also to deviate for the purpose of saving life and/or property.
4. **Payment of Freight** *see clause 30*
 The freight to be paid in the manner prescribed in Box 14 in each without discount on delivery of the cargo at mean rate of exchange ruling on day or days of payment, the receivers of the cargo being bound to pay freight on account during delivery, if required by Captain or Owners.
 Cash for vessel's ordinary disbursements at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent. to cover insurance and other expenses.
5. **Loading/Discharging Costs**
 ***(a) Gross Terms** *see clause 28*
 The cargo to be brought alongside in such a manner as to enable vessel to take the goods with her own tackle. Charterers to procure and pay the necessary men on shore or on board the lighters to do the work there, vessel only leaving the cargo on board. If the loading takes place by elevator cargo to be put free in vessel's holds, Owners only paying trimming expenses. Any pieces and/or packages of cargo over two tons weight, shall be loaded, stowed and discharged by Charterers at their risk and expense. The cargo to be received by Merchants at their risk and expense alongside the vessel not beyond the reach of her tackle.
 ***(b) F.O. and free stowed/trimmed**
 The cargo shall be brought into the holds, loaded, stowed and/or trimmed and taken from the holds and discharged by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners.
 The Owners shall provide winches, motive power and winchmen from the Crew if requested and permitted; if not, the Charterers shall provide and pay for winchmen from shore and/or orans, if any. (This provision shall not apply if vessel is gearless and stated as such in Box 15).
 *Indicate alternative (a) or (b), as agreed, in Box 15.
6. **Laytime** *see clauses 18 and 28*
 ***(a) Separate laytime for loading and discharging**
 The cargo shall be loaded within the number of running hours as indicated in Box 18, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. The cargo shall be discharged within the number of running hours as indicated in Box 18, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count.
 ***(b) Total laytime for loading and discharging**
 The cargo shall be loaded and discharged within the number of total running hours as indicated in Box 18, weather permitting, Sundays and holidays, excepted, unless used, in which event time actually used shall count.
 ***(c) Commencement of laytime (loading and discharging)**
 Laytime for loading and discharging shall commence at 1 p.m. If notice of readiness is given before noon, and at 8 a.m. next working day if notice given during office hours after noon. Notice at loading port to be given to the Shippers named in Box 17. Time actually used before commencement of laytime shall count. Time lost in waiting for both to count as loading or discharging time, so the case may be. *see clause 21*
 *Indicate alternative (a) or (b) as agreed, in Box 18.
7. **Demurrage** *see clause 42*
 Ten running days on the outside of the rate stated in Box 18 per 101 day or pro rata for any part of a day, payable day by day, to be 102 allowed Merchants altogether at ports of loading and discharging, 104
8. **Lien Clause**
 Owners shall have a lien on the cargo for freight, dead-freight, 105 demurrage and damages for detention. Charterers shall remain 106 responsible for dead-freight and demurrage (including damages for 107 detention), incurred at port of loading. Charterers shall also remain 108 responsible for freight and demurrage (including damages for 109 detention) incurred at port of discharge, but only to such extent as the 110 Owners have been unable to obtain payment thereof by exercising 111 the lien on the cargo. 113
9. **Bills of Lading** *see clause 30*
 The Captain to sign Bills of Lading at such rate of freight 114 presented without prejudice to this Charterparty, but should the 115 freight by Bills of Lading amount to less than the total charterred 116 freight the difference to be paid to the Captain in cash on signing 117 Bills of Lading. 119
10. **Canceling Clause**
 Should the vessel not be ready to load (whether in berth or not) on 120 or before the date indicated in Box 19, Charterers have the option 121 of cancelling this contract, such option to be declared, if demanded, 122 at least 48 hours before vessel's expected arrival at port of loading. 123 Should the vessel be delayed on account of average or otherwise, 124 Charterers to be informed as soon as possible, and if the vessel is 125 delayed for more than 10 days after the day she is stated to be 126 expected ready to load, Charterers have the option of cancelling this 127 contract, unless a cancelling date has been agreed upon. 129
11. **General Average** *in London*
 General average to be settled according to York-Antwerp Rules. 130 1974. Proprietors of cargo to pay the cargo's share in the general 131 expenses even if same have been necessitated through neglect or 132 default of the Owners' servants (see clause 2). 133
 1990 and subsequent amendments 134
12. **Indemnity**
 Indemnity for non-performance of this Charterparty, proved damages, 135 not exceeding estimated amount of freight. 136
 137
13. **Agency** *see clause 42*
 In every case the Owners shall appoint his own Broker or Agent both 138 at the port of loading and the port of discharge. 139
 140
14. **Brokerage**
 A brokerage commission at the rate stated in Box 20 on the freight 141 earned is due to the party mentioned in Box 20. 142
 In case of non-execution at least 1/3 of the brokerage on the estimated 143 amount of freight and dead-freight to be paid by the Owners to the 144 Brokers as indemnity for the latter's expenses and work, in case of 145 more voyages the amount of indemnity to be mutually agreed. 147
15. **GENERAL STRIKE CLAUSE**
 Neither Charterers nor Owners shall be responsible for the 148 consequences of any strikes or lock-outs preventing or delaying the 149 fulfilment of any obligations under this contract. 150
 If there is a strike or lock-out affecting the loading of the cargo, 151 or any part of it, when vessel is ready to proceed from her last port 152 or at any time during the voyage to the port or ports of loading or 153 after her arrival there, Captain or Owners may ask Charterers to 154 declare, that they agree to reckon the laydays as if there were no 155 strike or lock-out. Unless Charterers have given such declaration in 156 writing (by telegram, if necessary) within 24 hours, Owners shall 157 have the option of cancelling this contract. If part cargo has already 158 been loaded, Owners must proceed with same, (freight payable on 159 loaded quantity only) having liberty to complete with other cargo 160 on the way for their own account. 161
 If there is a strike or lock-out affecting the discharge of the cargo 162 on or after vessel's arrival at or off port of discharge and same has 163 not been settled within 48 hours, Receivers shall have the option of 164 keeping vessel waiting until such strike or lock-out is at an end 165 against paying half demurrage after expiration of the time provided 166 for discharging, or of ordering the vessel to a safe port where she 167 can safely discharge without risk of being detained by strike or lock- 168 out. Such orders to be given within 48 hours after Captain or Owners 170 have given notice to Charterers of the strike or lock-out affecting 171 the discharge. On delivery of the cargo at such port, all conditions 172 of this Charterparty and of the Bill of Lading shall apply and vessel 173 shall receive the same freight as if she had discharged at the 174 original port of destination, except that if the distance of the sub- 175 substituted port exceeds 100 nautical miles, the freight on the cargo 176 delivered at the substituted port to be increased in proportion. 177
16. **War Risks ("Voyage 1950")**
 (1) In these clauses "War Risks" shall include any blockade or any 178 action which is announced as a blockade by any Government or by any 179 belligerent or by any organized body, sabotage, piracy, and any actual 180 or threatened war, hostilities, warlike operations, civil war, civil com- 181 motion, or revolution. 183
 (2) If at any time before the Vessel commences loading, it appears that 184 performance of the contract will subject the Vessel or her Master and 185 crew or her cargo to war risks at any stage of the adventure, the Owners 186 shall be entitled by letter or telegram despatched to the Charterers, to 187 cancel this Charter. 188
 (3) The Master shall not be required to load cargo or to continue 189 loading or to proceed on or to sign Bill(s) of Lading for any adventure 190 on which or any port at which it appears that the Vessel, her Master 191 and crew or her cargo will be subjected to war risks. In the event of 192 the exercise by the Master of his right under this Clause after part or 193 full cargo has been loaded, the Master shall be at liberty either to 194 discharge such cargo at the loading port or to proceed therewith. 195 In the latter case the Vessel shall have liberty to carry other cargo 196 for Owners' benefit and accordingly to proceed to and load or 197 discharge such other cargo at any other port or ports whatsoever, 198 backwards or forwards, although in a contrary direction to or out of or 199 beyond the ordinary route. In the event of the Master electing to 200 proceed with part cargo under this Clause freight shall in any case 201 be payable on the quantity delivered. 202
 (4) If at the time the Master elects to proceed with part or full cargo 203 under Clause 3, or after the Vessel has left the loading port, at the 204

PART II

"Gencon" Charter (As Revised 1922 and 1976)

Including "F.I.O." Alternative, etc.

lest of the loading ports, if more than one, it appears that further 205 performance of the contract will subject the Vessel, her Master and 206 crew or her cargo, to war risks, the cargo shall be discharged, or if 207 the discharge has been commenced shall be completed, at any safe 208 port in vicinity of the port of discharge as may be ordered by the 209 Charterers. If no such orders shall be received from the Charterers 210 within 48 hours after the Owners have despatched a request by 211 telegram to the Charterers for the nomination of a substitute discharge 212 port, the Owners shall be at liberty to discharge the cargo at 213 any safe port which they may, in their discretion, decide on and such 214 discharge shall be deemed to be due fulfilment of the contract of 215 affreightment. In the event of cargo being discharged at any such 216 other port, the Owners shall be entitled to freight as if the discharge 217 had been effected at the port or ports named in the Bill(s) of Lading 218 or to which the Vessel may have been ordered pursuant thereto. 219

(5) (e) The Vessel shall have liberty to comply with any directions 220 or recommendations as to loading, departure, arrival, routes, ports 221 of call, stoppages, destination, zones, waters, discharge, delivery or 222 in any other wise whatsoever (including any direction or recom- 223 mendation not to go to the port of destination or to delay proceeding 224 thereto or to proceed to some other port) given by any Government or 225 by any belligerent or by any organized body engaged in civil war, 226 hostilities or warlike operations or by any person or body acting of 227 purporting to act as or with the authority of any Government or 228 belligerent or of any such organized body or by any committee or 229 person having under the terms of the war risks insurance on the 230 Vessel, the right to give any such directions or recommendations, if, 231 by reason of or in compliance with any such direction or recom- 232 mendation, anything is done or is not done, such shall not be deemed 233 a deviation. 234

(b) If, by reason of or in compliance with any such directions or recom- 235 mendations, the Vessel does not proceed to the port or ports 236 named in the Bill(s) of Lading or to which she may have been 237 ordered pursuant thereto, the Vessel may proceed to any port as 238 directed or recommended or to any safe port which the Owners in 239 their discretion may decide on and there discharge the cargo. Such 240 discharge shall be deemed to be due fulfilment of the contract of 241 affreightment and the Owners shall be entitled to freight as if 242 discharge had been effected at the port or ports named in the Bill(s) 243 of Lading or to which the Vessel may have been ordered pursuant 244 thereto. 245

(6) All extra expenses (including insurance costs) involved in discharg- 246 ing cargo at the loading port or in reaching or discharging the cargo 247 at any port as provided in Clauses 4 and 5 (b) hereof shall be paid 248 by the Charterers and/or cargo owners, and the Owners shall have 249 a lien on the cargo for all moneys due under these Clauses. 250

17. GENERAL ICE CLAUSE

Port of loading

251

252

(a) In the event of the loading port being inaccessible by reason of 253 ice when vessel is ready to proceed from her last port or at any 254 time during the voyage or on vessel's arrival or in case frost sets in 255 after vessel's arrival, the Captain for fear of being frozen in is at 256 liberty to leave without cargo, and this Charter shall be null and 257 void. 258

(b) If during loading the Captain, for fear of vessel being frozen in, 259 deems it advisable to leave, he has liberty to do so with what cargo 260 he has on board and to proceed to any other port or ports with 261 option of completing cargo for Owners' benefit for any port or ports 262 including port of discharge. Any part cargo thus loaded under this 263 Charter to be forwarded to destination at vessel's expense but 264 against payment of freight, provided that no extra expenses be 265 thereby caused to the Receivers, freight being paid on quantity 266 delivered (in proportion if lumpsum), all other conditions as per 267 Charter. 268

(c) In case of more than one loading port, and if one or more of 269 the ports are closed by ice, the Captain or Owners to be at liberty 270 either to load the part cargo at the open port and fill up elsewhere 271 for their own account as under section (b) or to declare the Charter 272 null and void unless Charterers agree to load full cargo at the open 273 port. 274

(d) This Ice Clause not to apply in the Spring. 275

276

Port of discharge

(a) Should ice (except in the Spring) prevent vessel from reaching 277 port of discharge Receivers shall have the option of keeping vessel 278 waiting until the re-opening of navigation and paying demurrage, or 279 of ordering the vessel to a safe and immediately accessible port 280 where she can safely discharge without risk of detention by ice. 281 Such orders to be given within 48 hours after Captain or Owners 282 have given notice to Charterers of the impossibility of reaching port 283 of destination. 284

(b) If during discharging the Captain for fear of vessel being frozen 285 in deems it advisable to leave, he has liberty to do so with what 286 cargo he has on board and to proceed to the nearest accessible 287 port where she can safely discharge. 288

(c) On delivery of the cargo at such port, all conditions of the Bill 289 of Lading shall apply and vessel shall receive the same freight as 290 if she had discharged at the original port of destination, except that if 291 the distance of the substituted port exceeds 100 nautical miles, the 292 freight on the cargo delivered at the substituted port to be increased 293 in proportion. 294

RIDER TO CHARTER-PARTY M/V "RENATA"
DATED 06.06.2008

CLAUSE 18

The Owners/Master of the vessel to tender by cable/telex/fax all notices to
-United Shipping Agency S.R.L. Constantza, e-mail: office@united.ro
notices of estimated time of arrival in the loading port on fixing and daily notices thereafter.

At port(s) of loading and discharging Master is to tender Notice of Readiness to Shippers/Receivers or their agents whether in port or not, whether in berth or not, whether in free pratique or not, whether customs cleared or not, via cable/radio/vhf/telex/e-mail, in writing, during office hours 08:00-17:00 hours Monday to Friday, within agreed laydays/cancelling at loading port, respectively during office hours 08:00-17:00 hours Monday to Friday at discharging port. Time to count as per clause 6, lines 92-95.

On sailing from loading port Master to cable Receivers indicated by Charterers and agents at discharging port time/date of sailing, quantity loaded as per Bills of Lading, estimated arrival draft discharging port and estimated time of arrival discharging port. Thereafter Master to cable Charterers through Messrs United Shipping Agency SRL Constantza, Receivers and agents discharging port 15, 10, 7, 5 days approximate and further 3, 2 and 1 day(s) definite time of arrival discharging port prior to vessel's arrival.

Should vessel be scheduled to call any port(s) en route from the loading and discharging ports as stipulated herein, for bunkering and/or any other ship's business, Master to advise Charterers/Brokers of such call in writing promptly and accurately, indicating the name(s) of the scheduled port(s), purpose and expected duration, estimated time of arrival and estimated time of sailing. Delays and/or changes in the duration, estimated time of arrival and estimated time of sailing to be advised by Master promptly directly to Charterers/Brokers and agents at discharging port.

CLAUSE 19

Owners undertake vessel is fully fitted, as far as vessel's description and plans allowing, for loading/carrying/discharging the cargo under this charter-party. Master must present the vessel for loading with clean holds, dry swept, free from remains of previous cargoes, free from rust/rust sealing holds including hatch covers, in proper conditions and in every respect ready for loading to satisfaction of Charterers/Shippers and/or independent surveyor prior to giving the Notice of Readiness. In this respect a representative of the inspection company nominated by Charterers will come on board at the moment of berthing to inspect the vessel, on the Charterers' account. In case of any disputes regarding hold cleanliness the opinion of an independent surveyor acceptable to both parties to apply and his decision to be binding.

CLAUSE 20

If the vessel was waiting on the roads, but at the moment of berthing it was found out, by the entitled inspection company's representative, that vessel is unfitted for loading, the time used for cleaning and making the vessel fit for loading will not count as laytime. Notice of Readiness to load may be rejected if Shippers find vessel's holds in improper condition. However, ultimately Owners to be responsible for vessel being clean and fit to load the cargo. If after berthing any cleaning and/or drying has to be done, same to be for Owners' account.

CLAUSE 21

Both in loading and discharging port(s), if vessel has to wait for loading respectively discharging berth, excepted periods to apply in the same way as if she was in the final loading respectively discharging berth.

CLAUSE 22

Unless otherwise provided in this charter-party the Owners will, upon giving the Notice of Readiness, declare in writing the exact quantity of cargo he requires within the limits stipulated herein.

At both loading and discharging ports weight to be determined by draft survey.

CLAUSE 23

All opening and closing of hatches to be arranged by Owners at their expenses and time, provided local regulations permit same, otherwise shorehands to be employed at Shippers/Receivers account and time. The vessel will be held responsible for any damage of the cargo, caused by water after loading on board.

CLAUSE 24

All ship's certificates must be valid, otherwise, any delay due to renewal to be for Owners' account. Vessel to have all international safety and trading documents valid for the duration of this charter-party. If loading or discharging is delayed due to non validity of ship's documents, such delay will be for Owners' account.

CLAUSE 25

In case of bulk cargoes to be loaded on board the vessel under this charter-party, it is agreed that Shippers/Charterers/Receivers to load and discharge the cargo free of risk and expenses to the vessel. The cargo shall be mechanically levelled and trimmed (or spout trimmed, if the loading facility is equipped as such) at Charterers risks and expense, but only in so far as the loading facilities can achieve. Any further levelling, trimming or filling required by the vessel or the Master shall be for Owners' risk and expenses and time used for same not to count as used laytime or time on demurrage.

Grab discharge clause - Vessel is guaranteed suitable for grab discharge as far as vessel's description and plans allowing. No cargo is to be loaded in deeptanks, bunkers or other compartments not accessible to grabs. Deep tanks, tunnels and all other provisions within vessel's holds are to be sheltered against damage by Receivers' grabs, failing which Owners are to be responsible for all consequences resulting therefrom.

Any contamination of the cargo loaded under this charter party is to be for Owners account and responsibility. Vessel to have floors suitable for loading/stowage and discharging by forklifts and corridors with height of minimum 2.2 meters.

CLAUSE 26

Deleted.

CLAUSE 27

In case loading is interrupted due to well established force majeure circumstances: Epidemics, Quarantine, Lock-outs, stoppage of Miners, Workmen, Lightermen, Tugboatmen, or other essentials to the Working, Carriage, Delivery, Shipment or Discharge of the said cargo whether partial or general, or Accidents and/or breakdowns at the Mines, at Shippers or Receivers Works, Landslips, Floods, Frost, Bad Weather, Interruption of River and/or Canal Navigation, Intervention of Sanitary, Customs, and/or other constituted Authorities, Partial or Total Stoppage on Rivers, Canals or on Railways, or any other cause owing to well substantiated and proven reasons beyond the Charterers possibilities of control (statement of Authorities attesting such periods will be presented by Charterers), the time corresponding to the period of interruption will not count as laytime or demurrage, as the case may be.

CLAUSE 28

Rate of loading - The cargo to be loaded and stowed by Charterers'/Shippers' stevedores free of expenses to the vessel at the rate of 3000 metric tons per weather working day, Saturdays, Sundays and holidays excepted even if used. Time from Friday 17:00 hours or from 13:00 hours on a day preceding a legal and/or local and/or religious holiday till 08:00 hours Monday or next working day after a holiday not to count even if used.

Rate of discharging - The cargo to be discharged by Charterers'/Receivers' stevedores free of expenses to the vessel at the rate of 2500 metric tons per weather working day, Saturdays, Sundays and holidays excluded even if used. Time from Friday 17:00 hours or from 13:00 hours on a day preceding a legal and/or local and/or religious holiday till 08:00 hours Monday or next working day after a holiday not to count even if used.

Draft survey: time used in carrying out a draft survey before commencement of loading or upon completion of loading is not to count as laytime. In the event of Shippers/Charterers or Master/Vessel/Owners requesting an additional draft survey, actual time used in carrying out such draft survey requested by the Shippers/Charterers shall count as laytime. Actual time used in carrying out a draft survey requested by the Master/Vessel/Owners shall not count as laytime. The Statement of Facts shall record the time used in effecting the draft survey(s) and at whose request each draft survey was carried out.

CLAUSE 29

Deleted.

CLAUSE 30

Freight USD pmt free in out trimmed basis 1/1.

Freight payable 97.50%, less commissions, within 3 (three) banking days after signing and releasing Bills of Lading marked "Clean on board" and "Freight payable as per charter-party" to Owners' nominated bank account. Congenbill bills of lading to be used. Balance freight to be settled together with demurrage/despatch at both ends, within 15 days after completion of discharging and receipt/agreement of Owners, respectively Charterers laytime calculations, together with Notice of Readiness / Statement of Facts at both ends.

If Charterers require "Clean on board" Bills of Lading Master has the right, in conjunction with the cargo surveyor(s), to reject damaged cargo, while Charterers/Shippers to replace same with sound one.

If Charterers require "Freight prepaid" Bills of Lading, same to be kept by vessel's agents at loading port and to be released only upon Owners receive swift copy from Charterers' bank confirming freight has been irrevocably remitted to Owners nominated bank account.

Master to sign "Clean on Board" Bills of Lading marked "Freight payable as per charter-party" or "Freight prepaid", as required by Charterers.

If requested by Charterers, Owners agree to authorise Agents at loading port to issue, sign and release on their behalf the originals Bills of Lading as requested by Charterers, in accordance with the mate's receipts.

If requested by Charterers, Owners to instruct Master to carry 1/3 original Bill of Lading in ship's bag and to discharge/deliver the cargo at discharging port against this original Bill of Lading.

In case of non-availability of original Bills of Lading at discharging port, Owners to deliver the cargo to Receivers against Charterers Letter of Indemnity in Owners P+I wording dully signed/stamped by Charterers.

Freight is deemed earned upon shipment and signing Bills of Lading, discountless/non-returnable, vessel and/or cargo lost or not lost.

Owners' bank account to be advised.

CLAUSE 31

Extra insurance on account of vessel's age, if any, to be for Charterers' account.

Taxes/dues on cargo/freight to be for Charterers' account at both ends.

Taxes/dues/charges/wharfages on vessel/crew/flag/Ownership and/or calculated on same to be for Owners' account at both ends.

CLAUSE 32

Shifting from waiting berth and/or from anchorage to alongside loading or discharging berth or vice versa to be considered as part of the voyage and time/expenses for same to be for Owners account.

Shifting expenses from first loading respectively discharging berth to second loading respectively discharging berth, if required, to be for Charterers' account and time to count as laytime or demurrage.

Shifting by ropes alongside loading respectively discharging berth, to facilitate loading respectively discharging operations, if required, to be for Charterers' account and time to count as laytime or demurrage.

Any other shifting including shifting required by Port Authorities to be for the account of the party responsible for same.

CLAUSE 33

Overtime to be for the account of party ordering same, except Officers' and Crew's overtime which always to be for Owners account.

Overtime ordered by port authorities to be for Charterers'/ Shippers'/ Receivers' account, except overtime for Officers and Crew which always to be for Owners' account.

CLAUSE 34

The vessel to supply free of charge light as on board for night work, if required during the time of the day or night, Sundays and holidays included at both ports of loading and discharging.

Owners undertake to maintain vessel's loading and discharging gear in efficient working order and to give Charterers the privilege of working all hatches and holds at ports of loading and discharging at any time. Owners guarantee that the vessel has available on board valid up-to-date International Cargo Gear Certificate covering all vessel's gear and that all equipment, hatch covers, hold access arrangements and cranes/derricks are in good order in accordance with current international and local safety and health regulations in all countries where the vessel may call under this charter party.

Vessel to give free use of cargo gear winches and derricks capable of lifting capacity as per description clause and sufficient power to drive them day and night. Any delay in loading or discharging due to inefficiency or breakdown of derricks/cranes/winches not to count as laytime or demurrage pro rata according to the number of holds/hatches affected.

In case of crane/derricks/ winches breakdown, subject to Owners prior approval, Charterers/Shippers/ Receivers have the liberty to employ shore gear, charges for same to be for Owners account, in which case time will count.

If stevedores or other workmen are not permitted to work due to vessel's failure to comply with aforementioned regulations or failure to be in possession or recognised up-to-date certificates of efficiency, laytime/demurrage will be suspended until the vessel is again in full compliance with these regulations. Furthermore, all additional expenses incurred directly as a result of the above failure, including costs of labour either stood-off or additionally engaged, shall be for Owners' account.

CLAUSE 35

Deleted.

CLAUSE 36

Stevedores, although appointed and paid for by Charterers/Shippers/Receivers, are to be considered Owners' servants and shall load and discharge the cargo in accordance with Master's instructions and directions and under his responsibility. The Master to be responsible for a proper and seaworthy stowage.

Stevedoring damages to the vessel to be settled directly between Owners and respective Stevedores and any time occupied in repairing Stevedoring damage not to count as laytime. However, Charterers to do their utmost and to assist Owners in settlement of claims, if any disputed, but Charterers to be ultimately responsible for stevedores damages provided that the damage will be reported by the Master within 24 hours after occurrence.

CLAUSE 37

Both-to-Blame collision clause, New Jason Clause, General Paramount Clause and P+I Bunkering Clause are all incorporated in this charter-party.

CLAUSE 38

Description of the vessel:

M/V RENATA (EX - RUNNER)
 TYPE : MPPSE TWEEN CONTAINER VSL
 BUILT : 1979
 FLAG : BAHAMAS
 PORT OF REG : NASSAU
 CLASS : L.R. +100 A1 + LMC
 CALL SIGN : C 6 H W 5
 P + I CLUB : LONDON STEAMSHIP MUTUAL

LOA / BEAM : 149.80 M / 22.86 M
 S.DWT/DRAFT: 15,120 MT / 9.64 M
 GRAIN / BALE: 21,908.9 / 20,146.3 CBM
 GRT / NRT : 11,200 / 6,713
 HO / HA : 4 / 7 (3 TWEEN HA - 1 SINGLE HA)
 MCGREGOR HATCH COVERS FOLDING FLUSH TYPE - HYDRO DRIVEN CONSTANTS : 300
 MT (EXCL F.W.)

GEAR : 6 VELLE SHIPSHAPE DERRICKS WITH 6 MTRS OUTREACH
 HOLD NO.1: 1 D X 35 MT
 HOLD NO.2: 2 D X 35 MT / COMBINED 60 MT
 HOLD NO.3: 2 D X 50 MT / COMBINED 90 MT
 HOLD NO.4: 1 D X 35 MT

GRAIN / CO2 / ELECTR. VENT. FITTED (12 ACPH BSS EMPTY HOLDS)

HATCHES & TWEEN DECKS DIMENSIONS

WEATHER DECK HATCHES TWEEN DECK HATCHES
 HOLD NO.1 SNGLE HATCH SINGLE 13.30 X 8.0 M SINGLE 9.10 X 8.0 M
 HOLD NO.2 TWEEN HATCH EACH 25.50 X 8.0 M EACH 25.50 X 8.0 M
 HOLD NO.3 TWEEN HATCH EACH 25.50 X 8.0 M EACH 25.50 X 8.0 M
 HOLD NO.4 TWEEN HATCH EACH 12.75 X 8.0 M EACH 12.75 X 8.0 M

NOMINAL CONTAINER CAPACITY : 597 TEUS
 HOMOGEN CONTAINER CAPACITY : 440 TEUS @ 14 MT (SUB STABILITY)
 REEFER PLUGS (FEMALE) : 50 (380 V AC 3 PHASE 60 HZ)

STRENGTHS

TANKTOP ALL HOLDS : 10.26 MT/M2
 TWEEN DECKS ALL HOLDS : 3.00 MT/M2
 MAIN DECK + HATCH COVERS : 1.75 MT/M2

CUBIC BREAKDOWN

	GRAIN	BALE
NO.1 TWN DECK	1,198.0	1,053.7
LWR HOLD	1,271.2	1,074.3
T O T A L	2,469.2	2,128.0

NO.2 TWN DECK	2,981.2	2,786.5
LWR HOLD	4,811.1	4,365.4
T O T A L	7,792.3	7,151.9

NO.3 TWN DECK	3,001.8	2,815.2
LWR HOLD	4,857.8	4,541.0
T O T A L	7,859.6	7,356.2

NO.4 TWN DECK	1,519.4	1,425.5
LWR HOLD	2,268.4	2,084.7
T O T A L	3,787.8	3,510.2

GRAND TOTAL	21,908.9	20,146.3
ALL DETS ABT/WOG		

Attached vessel's description (17 pages) is to form part of this charter party.

Vessel is presently in Varna drydock completing repairs/survey, ETS Varna 10.06.2008, ETA Constantza 10.06.2008, wp-agw.

Owners guarantee vessel to be fully classed/p+I covered for the entire duration of the voyage undet this charter party.

Owners guarantee vessel is suitable for grab discharge, as far as vessel's description and plans allowing.

CLAUSE 39

The Pilot, Master, Officers and crew of the vessel and any towboat performing work on the vessel shall not be agents or employees of the Charterers/Shippers/Receivers and the Charterers/Shippers/Receivers shall not be liable for any loss, damage or claim resulting from, or arising out of negligence or error of any of them, while the vessel is proceeding to, or from, or lying at the place of loading or discharging.

CLAUSE 40

BIMCO standard ISM Clause - From the date of coming into force of the International Safety Management (ISM) Code in relation to the vessel and thereafter during the currency of this charter party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this charter party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.

CLAUSE 41

Part cargo clause – deleted, not applicable.

CLAUSE 42

Owners to appoint agents at loading and discharging ports as nominated by Charterers, Owners paying customary disbursements account.

Agents at loading port:

United Shipping Agency Ltd
 Constantza Port, Berth no. 31
 Constantza 900900, Romania
 Phone : +40 241 672929 (7 lines)
 Fax : +40 241 612420
 E-mail : office@united.ro

Agents at discharging port:

To be nominated in due time.

Owners to put agents to loading and discharging ports in necessary funds to cover vessel's expenses if required by such agents prior vessel's arrival. The Charterers are not responsible for the delay of the

vessel or any other circumstances in case of non-payment or late payment of disbursements expenses by the shipowners.

CLAUSE 43

Demurrage USD 17,500.-per day pro-rata/half despatch on working time saved both ends.

Demurrage/despatch, if any, to be settled with balance freight, within 15 days after completion of discharge and upon receipt and agreement of Owners', respectively Charterers', laytime calculations together with faxed copies of original supporting documents (NOR + SOF) at both ends duly signed/stamped by Master/Agents.

CLAUSE 44

BIMCO Dispute Resolution Clause, as per English Law, London Arbitration.

(a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(b) Notwithstanding the above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

In the case of a dispute in respect of which arbitration has been commenced under the above, the following shall apply:-

(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

CLAUSE 45

Owners guarantee vessel is classed Lloyd's Register highest or equivalent and is tight, staunch, strong and fully seaworthy, including hatchcovers which are in good conditions and watertight, and in every respect fitted, well and efficiently manned, stored and victualed, to perform the voyage under this charter party.

Owners guarantee that vessel is P + I covered insurance and with all class fully paid up. (Head Owners P+I club is London Steamship Mutual and is to supply certificate of entry of vessel if required by Charterers). If required by Charterers, Owners to supply certificate from Owners classification society confirming year of build and class.

Owners guarantee that both classification and protection and indemnity coverage will be fully maintained during all time under this charter-party. Should this classification and/or P+I coverage not be maintained during the specified period then Owners to be liable for any and all extra insurance, penalties or assessments directly resulting from the fact that the vessel's guaranteed classification and/or P+I coverage has not been maintained.

Further Owners agree that Charterers to benefit from Owners' P+I club coverage so far as club rules permit.

CLAUSE 46

For the purpose of performing draft surveys, the vessel is to furnish a certified calibration scale for all tanks, including fore and aft peak tanks, double bottom tanks, and deeptanks, if any. The vessel shall clearly cut and mark on shell plating Plimsol and other draft marks amidship, and draft marks at the bow and stern on port and starboard sides. Vessel is to furnish Charterers or their agent or surveyor a capacity plan, displacement scale, deadweight scale and any other hydrostatic information required by the draft surveyors. The Master must certify that all documents supplied are correct. At preliminary survey, the total quantities of ballast, bunkers, stores, etc. Are to reasonably agree with the deadweight indicated on the deadweight scale. Vessel's trim when conducting draft surveys to be within the range covered by calibrated trim tables. The Owners shall be liable for all loss, damage and expenses caused by the vessel or Master's failure to comply with this clause. Time lost by reason of such failure shall not count as used laytime or time on demurrage.

CLAUSE 47

BIMCO ISPS CLAUSE

a) i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel,

the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

b) i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any information the Owners require to comply with the ISPS Code.

ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.

c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code, the following shall apply:

i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code.

ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code shall count as laytime or time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by the Charterers at the demurrage rate.

d) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

CLAUSE 48

In the event of a boycott or other difficulties arising due to vessel's flag, time lost through such causes shall not count as laytime or time on demurrage. This clause is applicable in the event of labour boycott or any other discrimination against the ship because of her registry and/or crew and/or terms on which the crew is employed.

CLAUSE 49

Deleted.

CLAUSE 50

Terms and conditions of this Charter-Party including name of Charterers and Owners to be treated strictly private and confidential and are not to be disclosed to any third party.

OWNERS

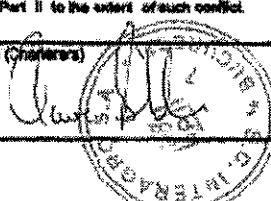
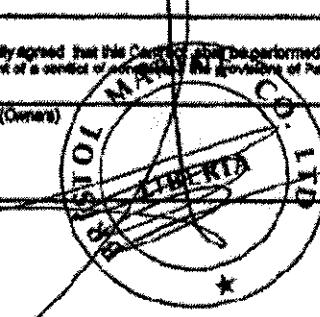
CHARTERERS

Adopted by
the Documentary Committee of the General
Council of British Shipping, London
and the Documentary Committee of the Japan
Shipping Board, Tokyo

1. Shipbroker		RECOMMENDED THE MARITIME AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1962 AND 1977) INCLUDING "TLCO" ALTERNATIVE, ETC. (To be used for trades for which no approved form is in force) CODE NAME: "GENCON"	Part I
<p>United Shipping Agency Ltd Constanta Port, Berth no.31 P.O.Box 102, Constanta 90000 - Romania Phone:0241-472929, Fax:612420, e-mail: office@usaitd.ro</p>			
<p>3. Owners/Place of business (Cl. 1) Head Owners Measur, Oceanstar Management Inc. 18 G. Lambraki Street, Glyfada 16674, Athens, Greece Deponent Owners Measur, Bristol Marine Co Ltd 80, Broadway Street, Monrovia, Liberia</p>		<p>4. Charterer/Place of business (Cl. 1) Measur, Intenegro S.A. 1-3 Verii Street, Sector 2 Bucharest, Romania</p>	
<p>5. Vessel's name (Cl. 1) MV RENATA</p>		<p>6. GR/NT (Cl. 1) 11200 / 8713</p>	
<p>7. Deadweight cargo carrying capacity in tons (mt.) (Cl. 1) Summer dwt 18120 metric tons</p>		<p>8. Present position (Cl. 1) In Varna drydock completing repairs/survey</p>	
<p>9. Expected ready to load (mt.) (Cl. 1) 09.08.2008</p>			
<p>10. Loading port or place (Cl. 1) one/two safe berth(s) always afloat Constantza, Romania.</p>		<p>11. Discharging port or place (Cl. 1) one/two safe berth(s) always afloat Mombasa, Kenya, where Owners confirm vessel's arrival draft with 1375MT on board around 9.55meters</p>	
<p>12. Cargo (also state quantity and margin in Owners option, if agreed, if full and complete cargo not agreed state "part cargo") (Cl. 1) 12,800mt 10% more or less in Owners option of bulk calcium ammonium nitrate stowing about 40 cubic feet / metric ton, without guarantee Owners confirm their intention is to load 13750metric tons</p>			
<p>13. Freight rate (also state if payable on delivered or intended quantity) (Cl. 1) see clause 30.</p>		<p>14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) see clause 30.</p>	
<p>15. Loading and discharging costs (state alternative (a) or (b) of Cl. 8; also indicate if vessel is portless) free in out (freight)</p>		<p>16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b) if total laytime for load. and disch., fill in c) only) (Cl. 6) a) Laytime for loading see clauses 18 and 28.</p>	
<p>17. Shippers (state name and address) (Cl. 6)</p>		<p>b) Laytime for discharging see clauses 18 and 28.</p>	
<p>18. Demurrage rate (loading and discharging) (Cl. 7) see clauses 43.</p>		<p>c) Total laytime for loading and discharging</p>	
<p>20. Brokerage commission and to whom payable (Cl. 14) 2.00% address commission to Charterers + 1.15% commission to United Shipping Agency on freight/dead freight/demurrage.</p>		<p>19. Cancelling date (Cl. 10) 12.08.2008</p>	
<p>21. Additional clauses covering special provisions, if agreed.</p> <p>additional clauses from 19 to 50, both inclusive, as attached herewith, are deemed to be incorporated and form part of this charter party</p>			

It is mutually agreed that this Charter Party be performed subject to the conditions contained in this charter which shall include Part I as well as Part II.
In the event of a conflict of conditions the provisions of Part II shall prevail over those of Part I to the extent of such conflict.

Signature (Owner)	Signature (Charterer)
-------------------	-----------------------



the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

- ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.
- b) i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any information the Owners require to comply with the ISPS Code.
- ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.
- c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code, the following shall apply:
 - i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code.
 - ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code shall count as laytime or time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by the Charterers at the demurrage rate.
 - d) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
 - e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

CLAUSE 48

In the event of a boycott or other difficulties arising due to vessel's flag, time lost through such causes shall not count as laytime or time on demurrage. This clause is applicable in the event of labour boycott or any other discrimination against the ship because of her registry and/or crew and/or terms on which the crew is employed.

CLAUSE 49

Deleted.

CLAUSE 50

Terms and conditions of this Charter-Party including name of Charterers and Owners to be treated strictly private and confidential and are not to be disclosed to any third party.

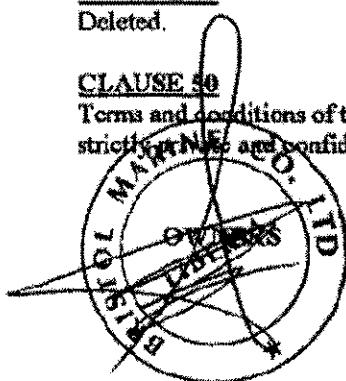


Exhibit B

AGENCY APPOINTMENT

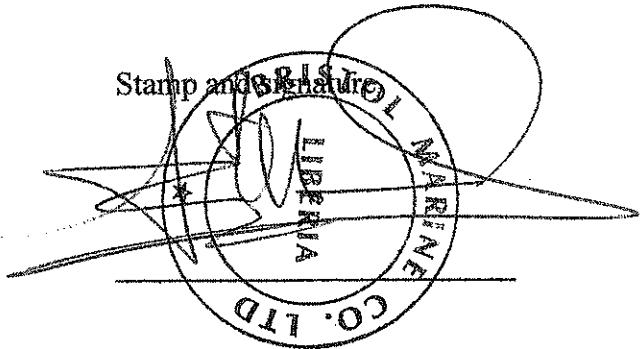
Date	9 th June 2008
Vessel	M/V RENATA
Operation	Loading
Cargo	Bulk CAN
Quantity	13.750 mts

We, BRISTOL MARINE CO LTD hereby appoint Messrs United Shipping Agency Srl to attend as agents of the above mentioned vessel during her present call at Constantza port.

Instruction for issuing / sending the final D/A

Final D/A must be invoiced to:	BRISTOL MARINE CO LTD
Invoice Address	80, Broadway Street Monrovia - Liberia
VAT registration number	
Send Final D/A to Messrs	BML CHARTERING, ATHENS, GREECE
Full postal address where the Final D/A must be sent	BML CHARTERING, 11, Argonafton Street and Korai Ilioupolis 163 46 Athens - Greece
Person in charge and telephone	Cpt Dimitri Kastellanos Ph.No. 6944501620
Send by (please delete as appropriate)	Normal mail

Other instructions referring issuing the Final D/A:



From: calder@otenet.gr
To: office@united.ro
Date: Fri, 27 Jun 2008 12:09:40 +0300

FM: CALDER SEACARRIER CORP.

Athens-Greece
tel: +30210-9659910 fax: +30210-9659466
E-Mail: calder@otenet.gr

27 Jun 2008-12:09. Ref:65154-U02

FM: CALDER SEACARRIER CORP.

Athens-Greece
tel: +30210-9659910 fax: +30210-9659466
E-Mail: calder@otenet.gr

10 Jun 2008-11:54. Ref:64814-U01

to:United Shipping Agency Ctza

att:mr Mihai Felescu

re mv Renata

thanks yrs,

Kindly be adv that we hve now agreed with BRISTOL MARINE that they provide you with instructions regarding the signing and releasing of the bs/l.

best rgrds

ops dept/

FM: CALDER SEACARRIER CORP.

Athens-Greece
tel: +30210-9659910 fax: +30210-9659466
E-Mail: calder@otenet.gr

9 Jun 2008-18:17. Ref:64804-U01

To:United Shipping Agency Ltd Ctza
Cc:BRISTOL MARINE
:Italrom Ctza/Dan

Re: MV Renata at Ctza

Pls note that we are the disponent owners of the a/m vsl and we have fixed account BRISTOL MARINE CO LTD, of Monrovia, Liberia a cgo of 13.750 mts of bulk

Calcium

Ammonium Nitrate to be loaded from Constantza to Mombasa (Kenya) basis free
d/as.

(Messrs BRISTOL MARINE are responsible to pay the vsls d/as at Ctza.)

Pls note vsl's eta Ctza 11th June wp agw.

Kindly keep us posted on a daily bss with the vsl's movements/loading
progress at Ctza.

Mtime kindly let us hve by return the proforma b/l to be used.

It is needless to advise you that in case that the bs/l are marked 'freight
prepaid' then same will remain under yr custody and shouldnot be released
to any party pending our written instructions regarding the bs/l release.

Fyg we will also send our supercargo to supervise the vsls loading
operations.

Tks/brgrds
Ops Dept.

[Message sent via SOFTWAREY Communication Program]

Exhibit C

Message MT 103

Created 19.06.2008 16:35:15 Status : K (ACK : 19/06/2008 16:36) Addressee : INGBROBUXX ING BANK N.V., BUCHAREST BRANCH

Tag	Field Name	Content
20	SENDER REFERENCE	TR017149363X1100
23B	BANK OPERATION CODE	CRED
32A	VALUE DATE, CURR., AMOUNT	080620 USD 50456,9
33B	CURRENCY/INSTRUCTED AMOUNT	USD 50456,9
50K	INSTRUCTING PARTY	/CH5908686001081173001/17149363 INTERAGRO SA 1-3 VERII STREET SECTOR 2 BUCHAREST//RO
53A	SENDER' S CORRESPONDENT	BNPA US 3N CHAS
54A	RECEIVER' S CORRESPONDENT	US 33
59	BENEFICIARY	/RO56INGB0004003164924014 UNITED SHIPPING AGENCY SRL CONSTANZA-ROMANIA

THIS IS NOT A STATEMENT OF ACCOUNT. THIS IS AN INTERNAL DOCUMENT FOR YOUR INFORMATION ONLY, WITHOUT ANY COMMITMENT FOR THE BANK

70 REMITTANCE INFORMATION

MV RENATA PI NO.1440+
INV NO CT USA 1439
OUR

71A DETAILS OF CHARGES

70

BRISTOL MARINE CO LTD.**MONROVIA - LIBERIA**18th June, 2008

Messrs
 INTERAGRO S.A. – BUCHAREST - ROMANIA

FREIGHT STATEMENT

=====

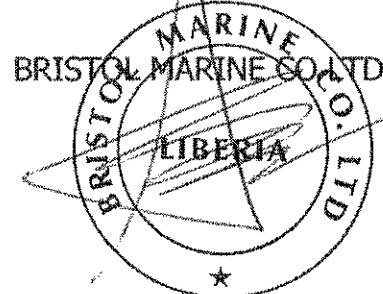
MV RENATA – C/P DD 06.06.2008

- FREIGHT: 13.750 MTS at USD 120.50 pmt	USD 1.656.875,00
97.5pct THEREOF	USD 1.615.453,13
- LESS: 2.5pct ADDRESS COMMISSIONS	USD 41.421,87
1.25pct COMMISSION TO UNITED	
SHIPPING AGENCY	USD 20.710,94
PROFORMA D/AS CONSTANTA	USD 29.745,96
	=====
	TOTAL
- BALANCE IN OWNERS FAVOUR	USD 91.878,77
	USD 91.878,77
	USD 1.523.574,36
	=====

(USDOLLARS ONE MILLION FIVE HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED
 SEVENTY FOUR AND 36/100 ONLY)

OWNERS BANK/ACCOUNT AS FOLLOWS:

**PIRAEUS BANK
 VOULA BRANCH (2020)
 ATHENS – GREECE**

ACCOUNT NO.: 5020-034653-151**SWIFT NO.: PIRBGRAA****IBAN: GR32 0172 0200 0050 2003 4653 151****FAVOUR OF: BRISTOL MARINE CO LTD****REF: FREIGHT MV RENATA****CORRESPONDING BANK IN U.S.A.: BANK OF NEW YORK****SWIFT: IRVTUS**



United Shipping Agency Ltd.

Constantza Port, Berth no. 31 Tel : +40 241 672929
 Constantza 900900, Romania Fax: +40 241 612420
 Registered capital 18 731 770 ron



Buyers

BRISTOL MARINE CO LTD

80, BROADWAY STREET

MONROVIA
 LIBERIA
 C/O INTERAGRO U.K.

Item Nr. crt.	Services rendered Denumire produse sau servicii	M.U. U.M.	Quantity Cantitate	Price Pret unitar fara T.V.A.	Total Valoare	V.A.T. Valoare T.V.A.
1	PROFORMA D/AS CONSTANTA 29.745,96 usd x 2.3660 lei/usd = 70.378,94 lei		1	29,745.96	29,745.96	0.00

say twenty nine thousand seven hundred forty five and 0.96 usd only	Total	29,745.96	USD
	Total V.A.T.	0.00	USD
	Total amount	29,745.96	USD

Please remit the above amount, to :

ING BANK - suc. Constanta
 RO56 INGB 0004 0031 6492 4014 - USD

Beneficiary : United Shipping Agency SRL,
 Constantza, Romania
 VAT no. RO 4084594

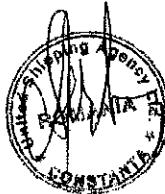
Ref: MV RENATA

PROFORMA INVOICE

No. : 1440

Date: 6/19/2008

V.A.T. Scutit cu drept de deducere





United Shipping Agency Ltd.

Constanta Port, Berth no. 31
Constantza 900900, Romania
Registered capital 18 731 770 ron

Tel : +40 241 672929
Fax: +40 241 612420

V.A.T. RO4084594



Buyers

BRISTOL MARINE CO LTD

80, BROADWAY STREET

MONROVIA
LIBERIA
C/O INTERAGRO U.K.

Item Nr. crt.	Services rendered Denumire produse sau servicii	M.U. U.M.	Quantity Cantitate	Price Pret unitar fara T.V.A.	Total Valoare	V.A.T. Valoare T.V.A.
1	BROKERAGE COMMISSION (COMISION BROKERAJ) MV RENATA 13.750 MTS X 120.50 USD/MT = 1.656.875,00 USD COMMISSION 1.25 20,710.94 usd x 2.3660 lei/usd = 49,002.08 lei		1	20,710.94	20,710.94	0.00
say twenty thousand seven hundred ten and 0.94 usd only						
Total						
Total V.A.T.						
Total amount						

INVOICE

No. : CT USA 1439

Date: 6/19/2008

V.A.T. Scutit cu drept de deducere

say twenty thousand seven hundred ten and 0.94 usd only	Total	20,710.94	USD
	Total V.A.T.	0.00	USD
	Total amount	20,710.94	USD

Please remit the above amount, to :

ING BANK - suc.Constanta
RO56 INGB 0004 0031 6492 4014 - USD

Beneficiary : United Shipping Agency SRL,

Constantza, Romania

VAT no. RO 4084594

Ref: BROKERAGE COMMISSION MV RENATA



Exhibit D

Page 2

B/L No. 2

CODE NAME: "CONGENBILL", EDITION 1994
 Owner: VILARA MARITIME CO. LTD. MONROVIA, LIBERIA
 Shipper
 INTERAGRO SA.
 1-3 VERII STREET SECTOR 2
 BUCHAREST ROMANIA
 TEL 40212103700
 FAX 40212104805

Consignee
 TO THE ORDER OF
 BNP PARIBAS (SUISSE) S.A.
 GENEVA SWITZERLAND

OCEAN BILL OF LADING
 TO BE USED WITH CHARTER-PARTIES

Reference No.

Notify address
 KENYA COMMERCIAL BANK LIMITED.
 TRADE FINANCE CENTRE A/C
 NATIONAL CEREALS AND PRODUCE BOARD
 P.O. BOX 30586
 NAIROBI KENYA

**Copy Not
 Negotiable**

Vessel MV RENATA Port of loading CONSTANZA PORT ROMANIA

Port of discharge MOMBASA PORT, KENYA

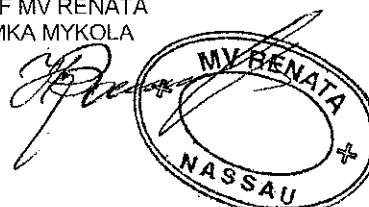
Shipper's description of goods	Net weight
CALCIUM AMMONIUM NITRATE (CAN) FERTILISER GRADE GRANULAR, IN BULK	4,206.997 METRIC TONS

CLEAN ON BOARD
 FREIGHT PREPAID
 IDF NO. E0805051894
 L/C REF. NO. LCRO86017087207C

(of which NIL on deck at Shipper's risk; the Carrier not
 being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated.....	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.
FREIGHT ADVANCE. Received on account of freight:	FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
Time used for loading days hours	

Freight payable at	Place and date of issue CONSTANZA PORT ROMANIA 18.JUN. 08
Number of original Bs/L 3(THREE)	Signature MASTER OF MV RENATA CAPT. ROMKA MYKOLA



Page 2

B/L No. 1

CODE NAME: "CONGENBILL", EDITION 1994

Owner: VILARA MARITIME CO. LTD. MONROVIA, LIBERIA

Shipper

INTERAGRO SA.

1-3 VERII STREET SECTOR 2

BUCHAREST ROMANIA

TEL 40212103700

FAX 40212104805

Consignee

TO THE ORDER OF

BNP PARIBAS (SUISSE) S.A.

GENEVA SWITZERLAND

OCEAN BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

Reference No.

Notify address

KENYA COMMERCIAL BANK LIMITED.
TRADE FINANCE CENTRE A/C
NATIONAL CEREALS AND PRODUCE BOARD
P.O. BOX 30586
NAIROBI KENYACopy Not
Negotiable

Vessel MV RENATA Port of loading CONSTANZA PORT ROMANIA

Port of discharge MOMBASA PORT, KENYA

Shipper's description of goods CALCIUM AMMONIUM NITRATE (CAN) FERTILISER GRADE GRANULAR, IN BULK Net weight 9,543.003 METRIC TONS

CLEAN ON BOARD
FREIGHT PREPAID
IDF NO. E0805051894
L/C REF. NO. LCRO86017087207C

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated.....	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.
FREIGHT ADVANCE. Received on account of freight:.....	
Time used for loading days hours	FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

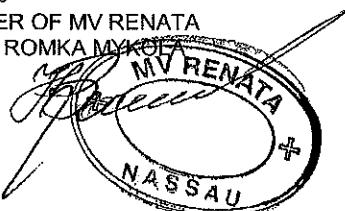
Freight payable at	Place and date of issue CONSTANZA PORT ROMANIA 18.JUN, 08
Number of original Bs/L 3(THREE)	Signature MASTER OF MV RENATA CAPT. ROMKA MYKOLA 

Exhibit E

Mihai Felescu

From: "Johnny CHRISTENSEN" <Johnny.CHISTENSEN@unishipping.com>
To: "Madalina Bratu" <madalina.bratu@united.ro>; "1 usa office" <office@united.ro>; "Mail
Unishipping" <mail@unishipping.com>
Sent: Wednesday, June 18, 2008 10:54 AM
Subject: RE: MV RENATA - BILLS OF LADING

TO UNITED SHIPPING AGENCY
FM UNISHIPPING

ATTN MADALINA BRATU

RE MV RENATA / CALDER SEACARRIERS

CONFIRM RECEIPT OF THE DRAFT OF BILLS OF LADING.

PLEASE DO NOT REPEAT DO NOT RELEASE SAME, KEEP SAME IN YOUR
CUSTODY UNTIL FURTHER NOTICE FROM THIS OFFICE.

ALSO WILL NEED COPY OF THE MATE'S RECEIPT IN ORDER CHECK ANY REMARKS
MADE BY SHIP'S OFFICERS

PLEASE URGENTLY CONFIRM THAT YOU WILL KEEP B/L IN YOUR CUSTODY

BEST REGARDS/JC
AS AGENTS FOR BAJA FERRIES

From: Madalina Bratu [mailto:madalina.bratu@united.ro]
Sent: Wednesday, June 18, 2008 9:25 AM
To: Johnny CHRISTENSEN; 1 usa office; Mail Unishipping
Subject: Re: MV RENATA - BILLS OF LADING

Dear Sirs,

Thanks for your message below.

Please kindly find attached herewith the drafts of the Bills of lading.

Best regards,
Madalina Bratu

United Shipping Agency Srl

Constantza Port, Berth no. 31
Constantza 900900, Romania
Tel +40 241 672929, Fax +40 241 612420
Cell +40 723 562562, Email office@united.ro

----- Original Message -----

From: Johnny CHRISTENSEN
To: Anca Tureac ; Mail Unishipping
Cc: oruano@bajaferriesusa.com
Sent: Tuesday, June 17, 2008 7:14 PM

Subject: MV RENATA - BILLS OF LADING

TO UNITED SHIPPING AGENCY
FM UNISHIPPING
CC BAJA FERRIES

RE MV RENATA

PLEASE NOTE THAT UNISHIPPING NEED TO SEE A COPY OF THE BILL(S) OF LADING
WHICH WILL BE ISSUED PRIOR TO ANYONE SIGNING/RELEASING SAME.

PLEASE CONFIRM THAT THIS WILL BE DONE, THANKS A LOT

BRGDS/JC
AS AGENTS FOR BAJA FERRIES

----- Original Message -----

From: "Mihai Felescu" <mihai@united.ro>
 To: "Johnny CHRISTENSEN" <Johnny.CHISTENSEN@unishipping.com>
 Cc: "1 usa office" <office@united.ro>, "Mail Unishipping" <mail@unishipping.com>
 Date: 18.06.2008 1:08:01 PM
 Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Thanks very much for your below instructions, which are duly noted and we confirm acting accordingly.

Best regards,
 Mihai Felescu

United Shipping Agency Srl

Constantza Port, Berth no. 31
 Constantza 900900, Romania
 Tel +40 241 672929, Fax +40 241 612420
 Cell +40 722 666112, Email office@united.ro
 Skype: mihai.felescu

----- Original Message -----

From: Johnny CHRISTENSEN
To: Mihai Felescu
Cc: 1 usa office ; Mail Unishipping
Sent: Wednesday, June 18, 2008 1:02 PM
Subject: RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY

FM UNISHIPPING

CC BAJA FERRIES

ATT MIHAI FELESCU

RE MV RENATA

WE – AS DISPONENT OWNERS – OF THE M/V RENATA DO HAVE THE FINAL WORD AND
 AGENTS MUST OBEY TO OUR ORDERS ANDOR DIRECTIONS IN RESPECT OF THE
 DOCUMENTATION MADE/ISSUED.

CALDER SEACARRIERS ARE PAYING – AS PART OF OUR CONTRACT – THE D/A BUT THIS
 DOES NOT MEAN THAT IT RELEASES YOU NOR YOUR COMPANY TO FOLLOW ANY
 ORDERS ANDOR DIRECTIONS FROM OUR COMPANY.

CAN YOU PLEASE CONFIRM BY RETURN, THAT THE BILLS OF LADING WILL REMAIN
 IN YOUR CUSTODY UNTIL FURTHER NOTICE GIVEN FROM OUR OFFICE.

FAILING SAME, WE WILL ORGANIZE THAT THE BILLS OF LADING IS BEING PICKED UP
BY A PERSON OF OUR TRUST.

IF YOU FAIL IN FOLLOWING OUR ORDERS ANDOR DIRECTIONS, WE WILL UNFORTUNATELY
HAVE TO TAKE APPROPRIATE STEPS TO PROTECT OUR INTEREST.
PLEASE CONFIRM RECEIPT OF THIS MESSAGE AND THAT YOU WILL FOLLOW OUR
INSTRUCTIONS.

BRGDS/JC

AS AGENTS FOR BAJA FERRIES

From: Mihai Felescu [mailto:mihai@united.ro]
Sent: Wednesday, June 18, 2008 11:18 AM
To: Johnny CHRISTENSEN
Cc: 1 usa office; Mail Unishipping
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note we have been appointed as agents through Messrs Calder Seacarriers, consequently your instructions regarding the Bills of Lading should be addressed through your contractual party, in order to avoid misunderstandings.

Pleased to hear,

Best regards,

Mihai Felescu

United Shipping Agency Srl

Constantza Port, Berth no. 31

Constantza 900900, Romania

Tel +40 241 672929, Fax +40 241 612420

Cell +40 722 666112, Email office@united.ro

Skype: mihai.felescu

----- Original Message -----

From: [Johnny CHRISTENSEN](#)

To: [Anca Tureac](#)

Cc: [1 usa office ; Mail Unishipping](#)

Sent: Wednesday, June 18, 2008 11:40 AM

Subject: RE: RENATA - URGENT/URGENT

ANCA/JOHNNY

THANKS YOURS BELOW

RE BILLS OF LADING –

YOU ARE HEREWITH INSTRUCTED TO KEEP THE BILLS OF LADING UNDER
YOUR CUSTODY UNTIL FURTHER NOTICE FROM US. SHOULD YOU FAIL NOT
TO FOLLOW OUR ORDERS AND INSTRUCTIONS, OWNERS WILL UNFORTUNATELY
HAVE TO KEEP YOU AND YOUR OFFICE FULLY RESPONSIBLE.

PLEASE CONFIRM THAT THIS MESSAGE IS CLEAR TO YOU AND THAT YOU
WILL SUCH INSTRUCTIONS BY RETURN – THANKS

BRGDS

From: Anca Tureac [mailto:anca.tureac@united.ro]
Sent: Wednesday, June 18, 2008 10:34 AM
To: Johnny CHRISTENSEN
Cc: 1 usa office
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Regarding Bills of Lading reverting after checking with Shippers and with Messrs Calder Seacarriers / Messrs Bristol Marine.

Best regards,

Anca Tureac

United Shipping Agency Srl

Constantza Port, Berth no. 31

Constantza 900900, Romania

Tel +40 241 672929, Fax +40 241 612420

Cell +40 723 599088, Email office@united.ro

----- Original Message -----

From: Johnny CHRISTENSEN

To: Anca Tureac ; Mail Unishipping

Sent: Wednesday, June 18, 2008 10:51 AM

Subject: RENATA - URGENT/URGENT

TO UNIITED SHIPPING AGENCY

FM UNISHIPPING

RE RENATA – ACCOUNT CALDER SEACARRIERS

--

STILL MISSING YOUR CONFIRMATION THAT NO REPEAT NO BILLS OF LADING WILL BE
ISSUED/RELEASED WITHOUT OUR PRIOR CONSENT.

FURTHER PLEASE CONFIRM THAT NO OUTSTANDINGS ON D/A WILL BE CLAIMED AGAINST
THE OWNERS OF THE VESSEL AND SAME WILL BE COVERED BY THE CHARTERERS

MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC

AS AGENTS FOR BAJA FERRIES

----- Original Message Ends -----

From: "Johnny CHRISTENSEN" <Johnny.CHRISTENSEN@unishipping.com>
To: "Mihai Felescu" <mihai@united.ro>
Date: Fri, 20 Jun 2008 17:30:12 +0200
Cc: "1 usa office" <office@united.ro>,
"Mail Unishipping" <mail@unishipping.com>,
<oruano@bajaferriesusa.com>
Subject: RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY

FM UNISHIPPING

CC BAJA FERRIES

ATT MR FELESCU

THANKS YOUR BELOW MESSAGE. CAN NOT REPEAT CAN NOT GIVE YOU AUTHORITY
TO RELEASE BILLS OF LADING YET AS FREIGHT NOT ON OWNERS ACCOUNT.

KEEP TIGHT TO THEM AND DO ONLY RELEASE SAME UPON OUR WRITTEN
CONFIRMATION

THAT SAME CAN BE RELEASED.

BRGDS

From: Mihai Felescu [mailto:mihai@united.ro]
Sent: Friday, June 20, 2008 5:29 PM
To: Johnny CHRISTENSEN
Cc: 1 usa office; Mail Unishipping
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly advise if original Bills of Lading can now be released to
the shippers (we understood that freight has been already paid / funds
already received).

Thanks in advance your prompt reply.

Awaiting yours,

Best regards,

Mihai Felescu

United Shipping Agency Srl

Constantza Port, Berth no. 31

Constantza 900900, Romania

Tel +40 241 672929, Fax +40 241 612420

Cell +40 722 666112, Email office@united.ro <<mailto:office@united.ro>>

Skype: [mihai.felescu](skype:mihai.felescu)

----- Original Message -----

From: Johnny CHRISTENSEN
<<mailto:Johnny.CHRISTENSEN@unishipping.com>>

To: Mihai Felescu <<mailto:mihai@united.ro>>

Cc: 1 usa office <<mailto:office@united.ro>> ; Mail Unishipping
<<mailto:mail@unishipping.com>>

Sent: Wednesday, June 18, 2008 1:02 PM

Subject: RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY

FM UNISHIPPING

CC BAJA FERRIES

ATT MIHAI FELESCU

RE MV RENATA

WE - AS DISPONENT OWNERS - OF THE M/V RENATA DO HAVE THE FINAL WORD AND

AGENTS MUST OBEY TO OUR ORDERS ANDOR DIRECTIONS IN RESPECT OF THE

DOCUMENTATION MADE/ISSUED.

CALDER SEACARRIERS ARE PAYING - AS PART OF OUR CONTRACT - THE D/A BUT THIS

DOES NOT MEAN THAT IT RELEASES YOU NOR YOUR COMPANY TO FOLLOW ANY

ORDERS ANDOR DIRECTIONS FROM OUR COMPANY.

CAN YOU PLEASE CONFIRM BY RETURN, THAT THE BILLS OF LADING WILL REMAIN

IN YOUR CUSTODY UNTIL FURTHER NOTICE GIVEN FROM OUR OFFICE.

FAILING SAME, WE WILL ORGANIZE THAT THE BILLS OF LADING IS BEING PICKED UP

BY A PERSON OF OUR TRUST.

IF YOU FAIL IN FOLLOWING OUR ORDERS ANDOR DIRECTIONS, WE WILL UNFORTUNATELY

HAVE TO TAKE APPROPRIATE STEPS TO PROTECT OUR INTEREST.

PLEASE CONFIRM RECEIPT OF THIS MESSAGE AND THAT YOU WILL FOLLOW OUR

INSTRUCTIONS.

BRGDS/JC

AS AGENTS FOR BAJA FERRIES

From: Mihai Felescu [mailto:mihai@united.ro]
Sent: Wednesday, June 18, 2008 11:18 AM
To: Johnny CHRISTENSEN
Cc: 1 usa office; Mail Unishipping
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note we have been appointed as agents through
Messrs Calder Seacarriers, consequently your instructions regarding the
Bills of Lading should be addressed through your contractual party, in
order to avoid misunderstandings.

Pleased to hear,

Best regards,

Mihai Felescu

United Shipping Agency Srl
Constantza Port, Berth no. 31
Constantza 900900, Romania
Tel +40 241 672929, Fax +40 241 612420
Cell +40 722 666112, Email office@united.ro
<mailto:office@united.ro>
Skype: mihai.felescu

----- Original Message -----

From: Johnny CHRISTENSEN

<mailto:Johnny.CHRISTENSEN@unishipping.com>

To: Anca Tureac <mailto:anca.tureac@united.ro>

Cc: 1 usa office <mailto:office@united.ro> ; Mail
Unishipping <mailto:mail@unishipping.com>

Sent: Wednesday, June 18, 2008 11:40 AM

Subject: RE: RENATA - URGENT/URGENT

ANCA/JOHNNY

THANKS YOURS BELOW

RE BILLS OF LADING -

YOU ARE HEREWITH INSTRUCTED TO KEEP THE BILLS OF LADING
UNDER

YOUR CUSTODY UNTIL FURTHER NOTICE FROM US. SHOULD YOU
FAIL NOT

TO FOLLOW OUR ORDERS AND INSTRUCTIONS, OWNERS WILL
UNFORTUNATELY

HAVE TO KEEP YOU AND YOUR OFFICE FULLY RESPONSIBLE.

PLEASE CONFIRM THAT THIS MESSAGE IS CLEAR TO YOU AND
THAT YOU

WILL SUCH INSTRUCTIONS BY RETURN - THANKS

BRGDS

From: Anca Tureac [mailto:anca.tureac@united.ro]
Sent: Wednesday, June 18, 2008 10:34 AM
To: Johnny CHRISTENSEN
Cc: 1 usa office
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Please kindly note the port D/As have already been arranged through Messrs Bristol Marine.

Regarding Bills of Lading reverting after checking with Shippers and with Messrs Calder Seacarriers / Messrs Bristol Marine.

Best regards,

Anca Tureac

United Shipping Agency Srl

Constantza Port, Berth no. 31

Constantza 900900, Romania

Tel +40 241 672929, Fax +40 241 612420

Cell +40 723 599088, Email office@united.ro
[<mailto:office@united.ro>](mailto:office@united.ro)

----- Original Message -----

From: Johnny CHRISTENSEN
[<mailto:Johnny.CHISTENSEN@unishipping.com>](mailto:Johnny.CHISTENSEN@unishipping.com)

To: Anca Tureac <<mailto:anca.tureac@united.ro>>
; Mail Unishipping <<mailto:mail@unishipping.com>>

Sent: Wednesday, June 18, 2008 10:51 AM

Subject: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY

FM UNISHIPPING

RE RENATA - ACCOUNT CALDER SEACARRIERS

STILL MISSING YOUR CONFIRMATION THAT NO REPEAT
NO BILLS OF LADING WILL BE
ISSUED/RELEASED WITHOUT OUR PRIOR CONSENT.

FURTHER PLEASE CONFIRM THAT NO OUTSTANDINGS ON
D/A WILL BE CLAIMED AGAINST

THE OWNERS OF THE VESSEL AND SAME WILL BE
COVERED BY THE CHARTERERS

MESSRS CALDER SEACARRIERS, THANKS

BEST REGARDS/JC

AS AGENTS FOR BAJA FERRIES

Mihai Felescu

From: "Mihai Felescu" <mihai@united.ro>
To: "Johnny CHRISTENSEN" <Johnny.CHRISTENSEN@unishipping.com>
Cc: "1 usa office" <office@united.ro>; "Mail Unishipping" <mail@unishipping.com>;
<oruano@bajaferriesusa.com>
Sent: Tuesday, June 24, 2008 12:33 PM
Attach: release order.TIF; renata appointment.tif
Subject: Re: RENATA - URGENT/URGENT

Dear Sirs,

Thanks very much your below - please kindly note we have already received Disponent Owners Messrs Bristol Marine green light to release the original Bills of Lading issued under the relevant c/p to the Shippers / Charterers of bulk urea shipment, in line with the terms / conditions of the c/p - please find attached herewith the release order and our official appointment as agents.

For any further information please kindly address your correspondence through the chain of contractual parties.

Best regards,
Mihai Felescu

United Shipping Agency Srl

Constantza Port, Berth no. 31
Constantza 900900, Romania
Tel +40 241 672929, Fax +40 241 612420
Cell +40 722 666112, Email office@united.ro
Skype: mihai.felescu

----- Original Message -----

From: Johnny CHRISTENSEN
To: Mihai Felescu
Cc: 1 usa office ; Mail Unishipping ; oruano@bajaferriesusa.com
Sent: Tuesday, June 24, 2008 11:31 AM
Subject: RE: RENATA - URGENT/URGENT

ATTN MR FELESCU

WE NEED URGENTLY YOUR CONFIRMATION OF THE BELOW

BRGDS/JC

From: Johnny CHRISTENSEN
Sent: Monday, June 23, 2008 6:19 PM
To: 'Mihai Felescu'
Cc: '1 usa office'; Mail Unishipping; [oruano@bajaferriesusa.com'](mailto:oruano@bajaferriesusa.com)
Subject: RE: RENATA - URGENT/URGENT

ATTN MR FELESCU

PLEASE NOTE FOLLOWING OUR BELOW MESSAGE, WHILST WAITING YOUR
CONFIRMATION OF YOUR ADHERING TO OUR INSTRUCTIONS – PLEASE NOTE
THAT IRRESPECTIVE WHATEVER IS STATED IN RESPECT OF PAYMENT TERMS
IN THE BILL(S) OF LADING DO NOT REPEAT DO NOT RELEASE WITHOUT OUR

PREVIOUS WRITTEN INSTRUCTIONS.

PLEASE CONFIRM, THANKS

BRGDS/JC
AS AGENTS FOR BAJA FERRIES

From: Johnny CHRISTENSEN
Sent: Monday, June 23, 2008 4:39 PM
To: 'Mihai Felescu'
Cc: '1 usa office'; Mail Unishipping; 'oruano@bajaferriesusa.com'
Subject: RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY
FM UNISHIPPING
CC BAJA FERRIES

ATT MR FELESCU

RE MV RENATA/CALDER

PLEASE CONFIRM BY RETURN THAT YOU/YOUR OFFICE STILL FOLLOWING OUR
INSTRUCTIONS NOT TO RELEASE THE ORIGINAL BILL(S) OF LADING FOR THIS
VOYAGE UNTIL FURTHER NOTICE RECEIVED IN WRITING FROM OUR OFFICE.

YOUR URGENT CONFIRMATION IS NEEDED, THANKS

BEST REGARDS/JC
AS AGENTS FOR BAJA FERRIES

From: Johnny CHRISTENSEN
Sent: Friday, June 20, 2008 5:30 PM
To: 'Mihai Felescu'
Cc: '1 usa office'; Mail Unishipping; 'oruano@bajaferriesusa.com'
Subject: RE: RENATA - URGENT/URGENT

TO UNITED SHIPPING AGENCY
FM UNISHIPPING
CC BAJA FERRIES

ATT MR FELESCU

THANKS YOUR BELOW MESSAGE. CAN NOT REPEAT CAN NOT GIVE YOU AUTHORITY
TO RELEASE BILLS OF LADING YET AS FREIGHT NOT ON OWNERS ACCOUNT.

KEEP TIGHT TO THEM AND DO ONLY RELEASE SAME UPON OUR WRITTEN CONFIRMATION
THAT SAME CAN BE RELEASED.

BRGDS

Exhibit F

Message MT 103**Created 19.06.2008 16:35:16 Status : K (ACK : 19/06/2008 16:36) Addressee : PIRBGRAAXXX PIRAEUS BANK SA**

Tag	Field Name	Content
20	SENDER REFERENCE	TR017149390X1100
23B	BANK OPERATION CODE	CRED
32A	VALUE DATE, CURR., AMOUNT	080620 USD 1523574,36
33B	CURRENCY/INSTRUCTED AMOUNT	1523574,36 USD
50K	INSTRUCTING PARTY	/CH5908686001081173001/17149390 INTERAGRO SA 1-3 VERII STREET SECTOR 2 BUCHAREST//RO
53A	SENDER' S CORRESPONDENT	BNPA US 3N IRVT
54A	RECEIVER' S CORRESPONDENT	US 3N /GR3201720200005020034653151
59	BENEFICIARY	BRISTOL MARINE CO LTD
70	REMITTANCE INFORMATION	FREIGHT MV RENATA

THIS IS NOT A STATEMENT OF ACCOUNT. THIS IS AN INTERNAL DOCUMENT FOR YOUR INFORMATION ONLY, WITHOUT ANY COMMITMENT FOR THE BANK

71A

DETAILS OF CHARGES

OUR

THIS IS NOT A STATEMENT OF ACCOUNT. THIS IS AN INTERNAL DOCUMENT FOR YOUR INFORMATION ONLY, WITHOUT ANY COMMITMENT FOR THE BANK

Exhibit G

Mihai Felescu

From: "BML" <bmlchart@ath.forthnet.gr>
To: "Mihai Felescu" <mihai@united.ro>
Sent: Friday, June 20, 2008 4:45 PM
Subject: MV RENATA/INTERAGRO

Dear Mihai,

Further telcom pls note that dispows Messrs Bristol Marine hereby authorise you to release the Bills of Lading.

Best Regards/Cpt Dimitri

Exhibit H

Mihai Felescu

From: "박철언" <parkcu@possip.com>
To: <OFFICE@UNITED.RO>
Cc: "SJB" <jupiterbright@networkship.com>
Sent: Wednesday, July 23, 2008 9:23 AM
Subject: SJB-Ask for crew change at port of CONSTANTZA, ROMANIA

Goodday, gentleman.

This is STX POS SHIP MANAGEMENT for M/V JUPITER BRIGHT.

M/V JUPITER BRIGHT will visit your port on around 27TH Jul. 2008.

We have crew change plan on her arrival at your port.

So I would like to request some information for crew change at your port.

1) Pls advise estimate cost for this crew change.

(sign-on : 5 South korean // sign-off: 5 South korean)

2) Nearest air-port & vessel's berthing & working schedule.

3) Please advise on-signer must have entry visa or not.

4) Pls check & confirm below detail of your office.

Brgds.

< AGENT DETAIL >

UNITED SHIPPING AGENCY LTD

71, CUZA VODA STREET,

CONSTANTZA 900697, ROMANIA

TEL : +40-241-672-929

FAX : +40-241-612-420

TLX : 14265

E-MAIL : OFFICE@UNITED.RO

DAVID, PARK

A. Manager /Crew Management Team 2

STX POS SHIP MANAGEMENT

Tel : 82-51-461-2075

Fax : 82-51-464-8142

H.P : 82-16-9567-9708

E-mail : parkcu@possip.com

Mihai Felescu

From: "Madalina Bratu" <madalina.bratu@united.ro>
To: "김미영" <mykim@posship.com>; <office@united.ro>
Sent: Wednesday, July 23, 2008 9:43 AM
Subject: Re: M.V JUPITER BRIGHT - Cash to Master

Dear Sirs,

Thanks for your message below.

Please kindly find below details for our bank account for USD remittances.

Meantime, please kindly note that the bank charges for cash withdrawal are 2pct of the total amount (for amounts higher than USD 2500.00), therefore when arranging payment please add such amount accordingly.

Bank : ING BANK NV AMSTERDAM, BUCHAREST BRANCH, CONSTANTZA
AGENCY
Swift code : INGBROBU
IBAN : RO56INGB0004003164924014
Beneficiary : UNITED SHIPPING AGENCY SRL, CONSTANTZA, ROMANIA
Reference : CTM M/V Jupiter Bright

Correspondent banks:

Chase Manhattan
American Express

Upon remittance effected you are kindly requested to provide us the swift message for tracing the funds in due time, enabling us to deliver cash to Master accordingly.

Best regards,
Madalina Bratu

United Shipping Agency Srl

Constantza Port, Berth no. 31
Constantza 900900, Romania
Tel +40 241 672929, Fax +40 241 612420
Cell +40 723 562562, Email office@united.ro

----- Original Message -----

From: 김미영
To: office@united.ro
Sent: Wednesday, July 23, 2008 3:22 AM
Subject: M.V JUPITER BRIGHT - Cash to Master

To UNITED SHIPPING AGENCY LTD.

From Stx Pos ship management co.

Subj M.V JUPITER BRIGHT – Cash to Master

Good day! All,

This is STX POS SHIP MANAGEMENT CO. the ship managemant company, behalf of the SAMMOK SHIPPING CO., LTD. the owner of M.V JUPITER BRIGHT.

We have a plan to remit CTM of MV JUPITER BRIGHT USD 50,000 at CONSTANTZA, ROMANIA.

Would you get me to have your details of USD bank account by E-mail and charge or commission for CTM delivery as soon as possible.

We'd like to let you deduct the commission for CTM delivery from the CTM you'll be received, when you deliver the money to the master of sub vsl.

B.RGDS.

Mi – Young Kim

(金 美 英)

Crew Management Team 2

=====

STX POS SHIP MANAGEMENT

Tel : 82-51-461-2084

Fax : 82-51-464-8142

Mobile : 82-11-9041-6013

E-mail : mykim@posship.com

=====

Have a nice day~~^~

Exhibit I

MIR NUMBER : 1108080728PNBPU3NANYC7779216034	BR NO : 322 SWIFT
MOR NUMBER : 0008080729HNBKRSEAXXX4375784369	MAKE : 2008/07/29
REF NUMBER : FOT322208001372	STATUS : 90

DOC ID : 20080729130S00001

FROM : PNBPU3NNYC
WACHOVIA BANK, NA
NEW YORK, NY
U. S. A.

MSG TYPE : MT199 : FREE FORMAT MESSAGE

:20 : Transaction Reference Number (TRN)

WACNY0820620530

:21 : Related Reference

FOT322208001372

:79 : Narrative

NARRATIVE

ATTN REMITTANCE

WE REFER TO YR MT103, DATED 080724

REFERENCE NUMBER 080724226438000 FOR USD

50,000.00 VALUE 080724. WACHOVIA HAS RECEIVED A
WRIT OF MARITIME ATTACHMENT WHICH IS A LEGAL

MATTER BETWEEN THE PLAINTIFF BAJA FERRIES USA LLC.

AND DEFENDANT UNITED SHIPPING AGENCY SRL. THIS

PAYOUT IS BEING HELD UNDER GARNISHMENT. SHOULD
YOU HAVE ANY QUESTIONS, YOUR LEGAL DEPT. MAY

CONTACT THE LEGAL FIRM CARDILLO AND CORBETT

29 BROADWAY, SUITE 1710

NEW YORK, NY 10006

TEL.: (212) 344.0464 FAX: (212) 797.1212

WEBSITE: WWW.CARDILLOCORBETT.COM, REFERENCE DOCKET

08 CV 6031. FUNDS WILL BE RELEASED ON

COURT ORDER. THANKS

REGARDS,

KEITH SPARR, CUSTOMER CARE

===== END OF MESSAGE =====

Details of Payment Order

Reference Number	FOT322208001372		
Value, Currency, Amount	2008/07/24	USD	50,000.00
Ordering Customer	STX POS SHIP MANAGEMENT CO. HEUNGWOO BUILDING(4F), 89-2, 4-KA, JUNGANG-DONG, JUNG-KU, BUASN, KOREA		
Intermediary Bank			
Account With Institution	INGBROBU ING BANK NV AMSTERDAM BUCHAREST BRANCH CONSTANTZA AGENCY		
	ROMANIA		
Beneficiary AC Number and Name	R056INGB0004003164924014 UNITED SHIPPING AGENCY SRL		
Details of Payment	CASH TO MASTER MV JUPITER BRIGHT		
Details of Charges	SHA		

OPERATING DATE : 2008/07/24

***** 참조 REF-NO :

